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THIS BOOK DOES
NOT CIRCULATE

ENCLOSURE 24.5

AGREEMENT BETWEEN

INTERNATIONAL BROTHERHOOD OF PAINTERS
AND ALLIED TRADES, AFL-CIO
PUBLIC EMPLOYEES DIVISION
LOCAL 301
AREA WIDE DISTRICT COUNCIL #10

A N D

HAMILTON TOWNSHIP BOARD OF EDUCATION

1974 - 1977

OCTOBER, 1974

LIBRARY
Institute of Management and
Labor Relations

OCT 7 1976

RUTGERS UNIVERSITY

ARTICLE I - RECOGNITION

The Board of Education recognizes the International Brotherhood of Painters and Allied Trades, AFL-CIO, Public Employees Division as the majority representative and exclusive bargaining agent for all Field Maintenance and Warehousemen.

ARTICLE II - PAY SCALE

The following salary schedules shall be adopted for all Field Maintenance and Warehousemen.*

| | | |
|----------------------------|--------------------|---------|
| Field Maintenance Foreman: | \$8,171 - \$10,771 | 1974-75 |
| | 8,788 - 11,388 | 1975-76 |
| | 9,460 - 12,060 | 1976-77 |
| Field Maintenance: | \$7,150 - \$9,550 | 1974-75 |
| | 7,690 - 10,090 | 1975-76 |
| | 8,278 - 10,678 | 1976-77 |
| Warehouseman: | \$6,692 - \$9,092 | 1974-75 |
| | 7,068 - 9,468 | 1975-76 |
| | 7,470 - 9,870 | 1976-77 |

* Increments of \$200

ARTICLE III - MEDICAL BENEFITS

All employees covered by this agreement shall be entitled to the following medical benefits at the Board's expense:

- A. The Board of Education shall pay the full amount of the cost of Blue Cross, Blue Shield, Rider J, and Major Medical for all employees in this agreement.

ARTICLE III - (Continued)

- B. The Board of Education shall pay 100% of the January 1, 1974 rate per month of the Family Plan for Blue Cross, Blue Shield, Rider J, and Major Medical for all employees' families that are eligible.

ARTICLE IV - SICK TIME

All employees shall be granted twelve (12) sick days per year, which shall be accumulative. Balance of sick day benefits shall be as current Board policy.

ARTICLE V - VACATIONS

All employees shall receive the following vacation benefits for years of service completed:

- | | |
|--------------------------|--|
|Less than (1) year | - 1 working day per month, up to 10 days |
|1 year to 8 years | - 10 working days |
|9 years to 17 years | - 15 working days |
|18 years and over | - 20 working days |

ARTICLE VI - HOLIDAYS

The Holiday schedule for Field Maintenance and Warehousemen shall be per schedule presented by the Board of Education (not less than 18 days).

ARTICLE VII - OVERTIME - CALL-IN, WORK WEEK

- A. The work week shall consist of five consecutive days from Monday until Friday. The work day shall be 8:00 a.m. to 4:30 p.m., with one-half hour for lunch. During the months of December and January the work day shall be 8:00 a.m. to 4:00 p.m. with one-half hour for lunch.

ARTICLE VII (Continued)

- B. All employees shall be entitled to one and a half times the hourly rate for all work in excess of forty hours.
- C. Holiday and sick time will be counted as a day worked.
- D. Any employee called into work for any period of time other than his regularly scheduled work day after he has left his place of employment shall be given no less than three hours work at one and a half times his regular rate. Sunday and Holidays to be worked will be considered double-time rate.
- E. When any employee is taking the place of the Field Maintenance Foreman, the Field Maintenance Foreman's rate shall be paid to that employee after five consecutive work days in the Field Maintenance Foreman's position. Foreman's rate is determined by adding the difference between the minimum scale of the Field Maintenance Foreman and the Field Maintenance, prorated to the Acting Foreman's salary.
- F.
 - 1. Any overtime shall be distributed according to seniority, unless a certain employee has been performing in the capacity.
 - 2. The next employee in seniority will be asked to work.
 - 3. Roster of seniority will be posted at all times.
 - 4. An employee refusing overtime shall be placed on the bottom of the roster listing.

ARTICLE VIII - PURCHASE ALLOWANCE

The Board of Education shall allow employees the following toward the purchase of all work clothing:

- A. Thirty (\$30) dollars per year.
- B. The Board of Education will pay twenty (\$20) dollars per year for each employee toward the purchase of safety work shoes and/or foul weather gear, providing proof of purchase is given to the Supervisor of Buildings and Grounds or the Supervisor of Supplies and Equipment.
- C. The Board of Education will supply three uniforms or two shirts and four pairs of pants per year in lieu of the allowance for clothing as designated in A above.

ARTICLE IX - APPOINTMENT NOTICE

Appointment notices for all employees shall be issued on or before June 15 for the following school year.

ARTICLE X - GRIEVANCE PROCEDURES

- A. Definitions
 - 1. A grievance is a claim based upon the interpretation, application, or violation of policies, agreements, and administrative decisions.
 - 2. An aggrieved person is the person or persons making the claim.

B. Purpose

The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible administrative level.

ARTICLE X (Continued)

C. Procedure

1. Grievances should be processed as rapidly as possible; therefore, the number of days indicated at each administrative level should be considered as a maximum and every effort should be made to expedite the process.

The time limits may, however, be extended by mutual agreement.

2. Level One

An employee with a grievance shall first discuss it with his immediate supervisor within five days of its occurrence, either directly or through a chosen representative, with the objective of resolving the matter informally.

3. Level Two

If the matter is not resolved at Level One to the satisfaction of the aggrieved employee, he shall set forth his problem in writing to his immediate supervisor, within ten days of the occurrence. His immediate supervisor shall communicate his decision to the aggrieved employee in writing within five working days of the receipt of the written complaint.

4. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no

ARTICLE X (Continued)

4. Level Three (Continued)

disposition has been rendered within five working days after presentation of the written grievance, he may appeal the grievance in writing to the Supervisor of Buildings and Grounds for Field Maintenance and to the Supervisor of Supplies and equipment for the Warehousemen, who shall render a decision in writing within five working days.

5. Level Four

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no disposition has been rendered within five working days after presentation of the written grievance, he may appeal the grievance in writing to the Superintendent or his designee, who shall render a decision in writing within five working days.

6. Level Five

If the grievance cannot be resolved at Level Four it shall be presented to the Board of Education in writing. The Board of Education will attempt to resolve the grievance, within a period not to exceed fifteen working days. The Board of Education will communicate their decision in writing to the employee and his immediate supervisor.

7. Level Six

If the aggrieved employee is not satisfied with the disposition of his complaint by the Board of Education at Level Five, he may within five days submit his grievance in writing to

ARTICLE X (Continued)

7. Level Six (Continued)

the State Board of Education or take other legal means.
He shall have the right to present his own appeal or to designate another person of his choosing to appear with him or for him.

ARTICLE XI - MANAGEMENT FUNCTIONS

Subject to the provisions of this agreement, the Board of Education reserves all rights and functions vested in it pursuant to applicable laws and regulations and other functions as normally and customarily exercised by the Board of Education in the management of the affairs of the School district.

ARTICLE XII - UNION DUES

The Field Maintenance and Warehousemen covered under this agreement will be expected to pay \$4.50 per month Union Dues, to be deducted from the employee's salary by the Paymaster of the employer. This \$4.50 Union Dues must be received by the Union by the 10th of the following month.

ARTICLE XIII - TERM OF CONTRACT

A. This Agreement shall be effective, retroactive as of July 1, 1974 and shall continue in effect until June 30, 1977, subject to the Council's right to negotiate a successor agreement for all employees in this unit, with negotiations commencing no later than November 1, 1976, under procedure defined in Article I.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective delegate, on the day and year first above written.

DATE _____

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO
PUBLIC EMPLOYEES DIVISION, LOCAL 301 AREA WIDE DISTRICT COUNCIL #10

By _____
Its Business Representative

By _____
Its Business Manager

HAMILTON TOWNSHIP BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary